



**Office of the Deputy Mayor for Planning & Economic Development
Government of the District of Columbia
Office of Contracts
2025 M. Street NW, Suite 600 Washington, DC 20036**

Phone: 202 724-8111

REQUEST FOR PROPOSALS

SOLICITATION NO.: DCEB-DMPED-08-R-Engineer Design Services

DATE OF ISSUANCE: June 17, 2008

PROPOSAL DUE DATE: July 25, 2008, before 2:00 p.m.

MARKET: FULL & OPEN

**POINT OF CONTACT: LILLIAN BEAVERS, CONTRACT SPECIALIST
PH: 202.724.7330 EMAIL: lillian.beavers@dc.gov**

**Subject: MARINE & CIVIL ENGINEERING DESIGN SERVICES
FISH MARKET & WASHINGTON MARINA**

TO: All Offerors

The District of Columbia Office of the Deputy Mayor for Planning and Economic Development (DMPED) is seeking a contractor to provide marine and civil engineering design services to address the structural condition of the piers and bulkhead at and between 1100 Maine Avenue, S.W. and 1300 Maine Avenue, S.W. Detailed information and instructions for proposal submission are described herein.

All Offerors shall visit the Office of Deputy Mayor for Planning & Economic Development website www.dcbiz.dc.gov and click "Procurement Opportunities" to download required compliance documents.

This RFP strongly encourages the participation of District of Columbia Certified Business Enterprises as certified under the authority of the District of Columbia Department of Small and Local Business Development (DSLBD) located at: www.dslbd.dc.gov

SECTION B: PRICING, ORDERING & LIMITATIONS

B.1 The District of Columbia Government, Office of the Deputy Mayor for Planning & Economic Development (DMPD) is seeking qualified contractor to provide marine and civil engineering design services to address the structural condition of the bulkhead at and between 1100 Maine Avenue, S.W. and 1300 Maine Avenue, S.W.

B.2 Designation of Solicitation for the Open Market with 35% Small Business Enterprise Subcontracting Set-Aside

This Request for Proposal (RFP) is designated for the OPEN MARKET WITH 35% SUBCONTRACTING SET-ASIDE for certified small business enterprise (SBE) offerors only under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005” (the Act), Title II, Subtitle N, of the “Fiscal Year 2006 Budget Support Act of 2005” as amended.

Certified local, small or disadvantaged business enterprise including SBE’s must be certified in the procurement category of Construction Management/Project Management in order for subcontracting set-aside on this solicitation.

B.3 The District contemplates award of a firm fixed-price type of contract.

B.4 PRICING

The Contract Line Items Numbers (CLINs) below shall be priced on a firm fixed price basis for each task to be performed. Prices shall be based on estimated labor hours with proposed fixed labor rates for each phase of work. This supporting information shall be provided. The other direct costs, or ODC’s, shall be estimated as a lump sum, not to exceed amount, with supporting details identifying items and corresponding costs anticipated for each CLIN. Payments shall be made against the ODC CLINs on a cost reimbursable basis and in no case shall exceed the proposed amount. Indirect costs, G&A, profit/fee will not be allowed as separate items.

These items are included in the CLINs (labor rates) for each task. Travel, if required by the resultant contract, will be included in the ODCs CLIN and will be compensated on a cost-reimbursement basis within the ceiling costs proposed in that CLIN. Services and deliverables as specified in this document shall be included under the following CLINs. The offeror shall attach a detailed rate schedule that supports the amount proposed for each CLIN. The supporting documentation provided shall define all costs for the following cost elements: (1) Direct Labor Costs, including subconsultant labor costs; (2) Materials & Supplies Costs, and (3) Other Direct Costs. Offerors are to submit the Price Proposal, which consists of the proposed price schedule below and all supporting documentation, in a separate, sealed envelope labeled with the RFP number, the project name labeled “PART 2 – PRICE PROPOSAL”.

B.4.1 BASE PERIOD – Date of Award thru February 1, 2009

CLIN NUMBER	ITEM DESCRIPTION	Fish Market	Bulkhead	TOTAL PRICE
0001	TASK I: Document Review & Follow-On Investigations for both Fish Market & Bulkhead		\$	\$
TOTAL CONTRACT AMOUNT (Base Period)				\$

Option Year One – 12 Month Period

CLIN NUMBER	ITEM DESCRIPTION	Fish Market	Bulkhead	TOTAL PRICE
0002	TASK II: Design Development			\$
	35% documents	\$	\$	
	65% documents	\$	\$	
	100% documents	\$	\$	
0003	TASK III: Permitting	.\$	\$	
0004	TASK IV: Construction Administration	\$	\$	
TOTAL CONTRACT AMOUNT (Option Year 1)				\$

TOTAL CONTRACT AMOUNT FOR BASE & ALL OPTION YEARS **\$** _____

Fee Proposal

Provide the hourly rates for each staff member proposed.

Provide a preliminary estimate, by task, to complete the work described. In Task II where different stages of construction drawings are required, provide your fee estimate to complete each stage of construction drawing.

Please insert your fee proposal in a similar table format to the one provided above.

SECTION C: SPECIFICATIONS/ STATEMENT OF WORK

C.1 PROJECT BACKGROUND

The District of Columbia manages and administers the historic Fish Market and Washington Marina located at 1100 Maine Ave. SW and 1300 Maine Ave. SW, respectively, on behalf of the Federal Government. The US Army Corps of Engineers (“USACE”) constructed the bulkhead at these locations in 1939, and has maintenance responsibility for these structures. Maintenance has been conducted by the USACE on an “as needed” basis. The last records indicate that the USACE improved the bulkhead at Southwest Waterfront in the 1960s, however, significant bulkhead work was not completed at the Fish Market or Washington Marina locations.

In April 2001, the USACE conducted an investigation of the condition of the bulkhead at the Fish Market and Washington Marina. The report cited the condition of the structure as “poor,” because the timber pilings supporting the bulkhead had deteriorated. In November 2006, the Anacostia Waterfront Corporation conducted a study of the same structure, the results of which recommended total replacement of timber relieving platforms of the bulkhead.

In the April 2001 USACE Report, investigation of the condition of the Fish Market piers was also conducted. The report concludes that the piers may have been constructed as early as 1910, and cites that both piers are in poor condition and recommends replacement.

The Office of the Deputy Mayor for Planning & Economic Development is soliciting marine and civil engineering design services to address the structural condition of the bulkhead at and between 1100 Maine Ave. SW and 1300 Maine Ave. SW. Reports that are available to the Engineer include the following (all other required investigations would need to be identified and conducted by the Engineer):

- Inspection of Waterfront Facilities at the Southwest Waterfront Development Site, prepared for the US Army Corps of Engineers Baltimore District, April 2001
- Phase I Environmental Site Assessment, Southwest Waterfront Initiative, prepared for the Anacostia Waterfront Corporation, August 2006
- Topographic Survey, prepared for the Anacostia Waterfront Corporation, October 2006 (identifies utility locations)
- Report of Subsurface Exploration and Geotechnical Engineering Evaluation, Virgo Fish Market Washington, D.C. prepared by Froehling & Robertson, Inc. June, 2003
- Structural Investigation of the Southwest Waterfront Bulkhead, prepared for the Anacostia Waterfront Corporation, November 2006
- Geotechnical boring data and report for Washington Marina East Parking Lot prepared for the District of Columbia, April 2008
- Report on ASTM Phase I Environmental Site Assessment SW Waterfront Development Washington Marina/Fish Market prepared for Hoffman-Struever Waterfront by Haley & Aldrich dated February 2008

Furthermore, the Fish Market and Washington Marina are adjacent to the property known as “Southwest Waterfront.” A private development partner is working with the District of Columbia to redevelop the Southwest Waterfront and will be refining their master development plan concurrent to the bulkhead design effort. The Engineer will coordinate its design work with the developer’s, since significant portions of the bulkhead along Southwest Waterfront will also need to be repaired or replaced.

C.2 ANTICIPATED PROJECT SCHEDULE

The project schedule is anticipated as follows:

<u>Milestone</u>	<u>Schedule</u>
Task I: Document Review	1 to 4 months
Task II: Design Development (Option 1)	6 months
Task III: Permit Process (Option 1)	6 months (concurrent w/design)
<i>[PUBLIC FUNDING REQUEST PROCESS]</i>	
Task IV: Construction Support Services (Option 1)	4 months
Construction Administration (Option 1)	12 months

C.3 SCOPE OF WORK

C.3.1 TASK I: Document Review & Follow-On Investigations

The purpose of this task is to assess existing conditions and prepare a budget, schedule, and resources plan for the project. The Contractor shall perform and deliver the following:

- Review and assess existing studies and reports completed to date by USACE, Anacostia Waterfront Corporation (AWC), the District, and the District’s Developer Partner.
- Determine if additional investigations/surveys/studies are needed to assist in designing the project and, if identified, to sub-contract for and complete the additional investigation work.
- Prepare preliminary project budget and schedule, to include:
 - Additional studies needed, if any
 - Design costs
 - Permitting costs
 - Other soft costs
 - Construction costs
 - Contingency

By the end of Task I, the Contractor should have a high level of confidence in commencing and completing the design tasks, as well as providing the District with a project budget that will be used to secure local or federal funding.

Deliverables: The following reports are due within 4 months from date of award: (1) an assessment of existing conditions; (2) alternative recommendations to address existing conditions; (3) preliminary project budget; and (4) preliminary project schedule.

C.3.2 TASK II: Design Development

The Contractor shall prepare construction documents suitable for permitting and bidding purposes. The project in its entirety includes two distinct, but related, sub-projects. The work described below applies to each of the following projects: (1) the Stabilization or Replacement of the Two Fish Wharf Piers and (2) The Reinforcement and/or Replacement of the Bulkhead at the Fish Market and Washington Marina East Parking Lot.

The Contractor shall prepare and deliver marine and civil design construction drawing in accordance with the required items below and for each of the two projects (Fish Market Piers and Bulkhead). Depending on the findings and recommendations from preceding tasks, not all of these items may be applicable and/or additional items will be required.

- Cover sheet
- General notes
- General plan sheet with soil boring information
- Plan sheet of pier layout
- Pier cross sections
- Plan sheet of bulkhead repair
- Bulkhead cross sections
- Plan sheet of dock layout
- Pile layout plan
- Fixed pier structural details
- Fixed pier wave attenuator, if necessary
- Potable and fire water
- Electrical
- Sewage pump-out
- Navigational aids
- Miscellaneous details including signage
- Fuel dock facility
- Barge layout and orientation
- Barge facilities/utilities
- Dredge plan and disposal (not anticipated)

Technical specifications may include the following:

- Round Timber Piles
- Pre-stressed Concrete Piles
- Pre-cast Concrete
- Sheet Pile
- Navigational Aids
- Cast-in-Place Concrete
- Pier System Sewage Pump-out
- Pier System Electrical
- Pier System Potable and Fire Water

- Signage
- Dredging Plan and Disposal (Not anticipated)

As a part of the design process, the Contractor shall provide a list of qualified marine contractors that may be interested in bidding construction. The Contractor shall assist the District in determining if there are any specialized construction aspects of the project that should be included at the design level.

The Contractor shall update the project budget, schedule and resources plan.

Deliverables: The Contractor shall deliver the following: (1) Set of 35% construction drawings – due (TBD); (2) 65% construction drawings; due (TBD) and (3) 100% construction drawings that are suitable for bidding and permitting due (TBD). At each stage of construction drawing, the Contractor should provide an updated project budget and updated project schedule.

C.3.3 TASK III: Permitting

The Contractor shall assist the District in applying for the necessary permits and approvals required to construct and operate the Fish Market Piers and Bulkhead associated with the project. It is anticipated that permits will be required from District and Federal agencies. The following agencies will likely be a part of the process by requiring a permit and/or acting as a review agency:

- United States Army Corps of Engineers
- US Fish and Wildlife Service
- Federal Emergency Management Agency
- Environmental Protection Agency
- United States Coast Guard
- District Department of the Environment
- District Department of Transportation

Costs for completing this task are dependant on the permitting issues identified by the agencies.

Deliverables: The Contractor shall deliver a complete set of permits from District of Columbia, US Army Corps of Engineers, and any other required federal agency to construct the project. Due by (TBD).

C.3.4 TASK IV: Construction Support Services

The Contractor shall provide construction support services during bidding and construction to monitor conformance to plans and specifications. Specifically and at a minimum, the Contractor shall:

- Assist during the bidding process including a pre-bid meeting, bid opening, and reviewing contractor experience.

- Answer contractor questions during bid phase and produce documents to clarify the drawings, if required.
- Attend at one pre-construction meeting.
- Monitor contractor activities for compliance with construction documents.
- Log and track contractor submittals and expedite as required.
- Log and track contractor RFI's, providing field input as required.
- Participate in change-order negotiations and assist in resolution of disputed issues.
- Assist in reviewing and approving monthly contractor invoices for work performed.
- Attend on-site progress meetings, and other meetings as required.
- Maintain on-site progress photos and site conditions as appropriate.
- Coordinate with design team associated with upland development as required.
- Perform final walk-through with COTR at end of construction.
- Prepare record drawings of constructed facility based on contractor provided redline as-built drawings.

As with the design development, this task is dependent on the type of construction contract proposed, the actual project being constructed and the level of construction monitoring that will be required, based on the experience of the Offeror's construction manager familiarity with marine construction. We do not anticipate the requirement for full-time construction management.

The type of construction management (CM) contract is not determined at this point and may not be determined until after Task I (or Task II) is completed. However, the Contractor can anticipate a not to exceed Time & Material CM contract for pricing purposes.

Deliverables: Monthly project update reports, which include not less than: (a) open action items, (b) progress photos, (c) actual expenditures report, (d) updated project schedule, and (e) change orders requested.

SECTION D: PACKAGING AND MARKING

D.1 MATERIAL DELIVERY, HANDLING AND STORAGE:

N/A

SECTION E: INSPECTION

E.1 INSPECTION:

The inspection and acceptance requirements for the resultant contract will be governed by the Standard Contract Provisions For Use with Supplies & Services Contracts incorporated herein as Attachment J.1.A. (located at www.dcbiz.dc.gov under “Procurement Opportunities”)

SECTION F: DELIVERIES OR PERFORMANCE**F.1 TIME OF COMPLETION**

The term of this contract shall be from date of award and six (6) months thereafter.

F.2 DELIVERABLES:

The Contractor shall deliver the following:

CLIN	DESCRIPTION OF SERVICES	DELIVERABLES	DUE
001 – TASK I	Document Review & Follow-On Investigations	(1) Assessment of existing conditions; (2) alternation recommendations to address existing conditions; (3) Preliminary project budget; (4) preliminary project schedule	Within 4 months from Date of Award
002 – TASK II	Design Development	Set of 35%, 65%, 100% construction drawings suitable for bidding and permitting.	TBD
003 – TASK III	Permitting	Complete set of permits from District of Columbia, US Army Corps of Engineers, and any other federal agency	TBD
004 – TASK IV	Construction Support Services	Project Update Reports (a) Open action items (b) progress photos; (c) actual expenditures report (d) project schedule (e) change orders requested	Monthly

F.3 OPTION TO EXTEND TERM OF THE AGREEMENT

The District Government may extend the term of this Agreement for a period of one (1) Option year period, by written notice to the contractor prior to the expiration of the contract; provided that the District gives the contractor written notice of its intent to extend at least thirty (30) days before the contract expires.

The preliminary notice does not commit the District to an extension.

The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The contractor may waive the thirty 30 day notice requirements by providing a written notice to the Contracting Officer.

The prices for the option period shall be specified Section B. If the District exercises an option, the extended contract shall be considered to include this option provision.

The total duration of this contract including the exercise of any options under this Clause shall not exceed 2 years.

SECTION G : CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT:

G.1.1 The District will make payments to the Contractor, upon the submission of proper invoices, , only for the percentage of work or services actually performed or completed during the subject period and accepted by the District, less any discounts, allowances or adjustments provided for in this contract.

G.1.2 The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL:

G.2.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in this contract. Invoices shall be prepared in triplicate and submitted to the COTR specified in Section G.2 below.

G.2.2 To constitute a proper invoice, the Contractor shall submit the following information:

G.2.2.1 Contractor's name and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible);

G.2.2.2 ID/IQ Contract number and any assigned task order number. Assignment of an invoice number by the Contractor is also recommended;

G.2.2.3 Description, amount of payment requested, quantity, and the dates of the work;

G.2.2.4 Other supporting documentation or information, as required by the CO;

G.2.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

G.2.2.6 Name, title, phone number of person preparing the invoice;

G.2.2.7 Name, title, phone number and mailing address of person, if different from the person identified above to be notified in the event of a defective invoice, and

G.2.2.8 Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT:

G.3.1 For contracts subject to the 51% District Residents New Hires Requirement and First Source Employment Agreement, final request for payment must be accompanied by the report or a waiver of compliance.

G.3.2 The CFO shall not make final payment to the Contractor until the CFO has received the CO's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirement and First Source Employment Agreement

G.4 RESERVED

G.5 ASSIGNMENTS:

- G.5.1** In accordance with 27 DCMR 3250, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.
- G.5.2** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.
- G.5.3** Notwithstanding an assignment of money claims pursuant to authority contained in the contract, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated _____,
make payment of this invoice to _____
(name and address of assignee).

G.6 THE QUICK PAYMENT CLAUSE:

G.6.1 Interest Penalties to Contractors

- G.6.1.1** The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 et seq., for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

G.6.1.1.1 the 3rd day after the required payment date for meat or a meat product;

G.6.1.1.2 the 5th day after the required payment date for an agricultural commodity; or

G.6.1.1.3 the 15th day after the required payment date for any other item.

- G.6.1.1.4** Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.6.2 Payments to Subcontractors

- G.6.2.1** The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a contract:

G.6.2.1.1 Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or

G.6.2.1.2 Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

- G.6.2.2** The Contractor must pay any lower-tier subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at

the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

G.6.2.2.1 the 3rd day after the required payment date for meat or a meat product;

G.6.2.2.2 the 5th day after the required payment date for an agricultural commodity; or

G.6.2.2.3 the 15th day after the required payment date for any other item.

G.6.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.6.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.6.3 Contractor Obligation to Flow Down Interest Provision

The Contractor is required to include in any subcontract a provision that requires each subcontractor to include the payment and interest clauses required under paragraphs (1) and (2) of the Quick Payment Act in each subcontractor's contract with any lower-tier subcontractor or supplier.

G.7 CONTRACTING OFFICER (CO):

In accordance with 27 DCMR 1200.1 contracts may be entered into and signed on behalf of the District Government only by CO. The address and telephone number of the CO is:

*Jonathan R. Butler, Director of Contracts
Office of the Deputy Mayor for Planning & Economic Development
2025 M. St. NW Suite 600
Washington, D.C. 20036
202.724.8111*

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER (CO):

G.8.1 In accordance with the Standard Contract Provisions For Use With Supplies and Services Contracts, the CO is the only person authorized to approve changes to any of the requirements of the contract.

G.8.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.

G.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR):

G.9.1 The COTR is responsible for the technical administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as specified in writing by the CO. The COTR for this contract is:

*Nina Albert, Project Manager
Office of the Deputy Mayor for Planning & Economic Development
John A. Wilson Building
1350 Pennsylvania Avenue, N.W. Suite 317
Washington, D.C. 20004
202.727.6883
e-mail: Nina.Albert@dc.gov*

G.9.2 It is fully understood and agreed by the Contractor that the COTR shall not have any authority to make changes in the specifications/scope of work, price or terms and conditions of the contract.

G.9.3 Contractor shall be held fully responsible for any changes not authorized in advance, in writing, by the CO, and may be denied compensation or other relief for any additional work performed that is not authorized by the CO in writing. In addition, Contractor may also be required at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

G.10 STOPPAGE OF WORK:

If the Contractor fails to abide by any, or all, of the provisions of the contract, the CO reserves the right to stop all the work, or any portion thereof, affected by the Contractor's failure to comply with the contract requirements. This stoppage will remain in effect until the Contractor has taken action to meet the contract requirements, or any separable part thereof. After written notification and work stoppage, the District may terminate the right of the Contractor to proceed as provided in TERMINATION-DELAYS, of Standard Contract Provisions For Use With Supplies and Services Contracts

G.11 SUBCONTRACTS:

G.11.1 Nothing contained in the contract shall be construed as creating any contractual relationship between any subcontractor and the Government of the District of Columbia.

G.11.2 The divisions or sections of any requirements related herein are not intended to control the Contractor in dividing the work among the subcontractors or to limit the work performed by any trade.

G.11.3 The Contractor shall be as fully responsible to the Government of the District of Columbia for the acts and omissions of subcontractor and of persons employed by them as he is for the acts and omissions of persons directly employed by him.

G.11.4 The Contractor shall coordinate the trades, subcontractor and material persons engaged upon his work.

G.11.5 The Contractor shall, without additional expense to the Government of the District of Columbia, utilize the services of specialty subcontractors for those parts of the work which are specified to be performed by specialty subcontractors.

G.11.6 The Government of the District of Columbia will not undertake to settle any differences between the Contractor and his subcontractors or between subcontractors.

G.11.2 The Contractor shall not subcontract any portion of the contract except with the prior written consent of the CO, or his authorized representatives, and such consent, when given, shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Request(s) for permission to subcontract any portion of the contract shall be in writing and accompanied by: (a) a showing that the organization which will perform the work is particularly experienced and equipped for such work, and (b) an assurance by the Contractor that the Labor Standards Provisions set forth in this contract shall apply to labor performed on

all work encompassed by the request(s). The request(s) also shall provide the following information:

- G.11.2.1** Subcontractors name, address, telephone number, and Federal Social Security Number used on the Employers Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- G.11.2.2** Estimated dollar amount of the subcontract.
- G.11.2.3** Estimated starting and completion dates of the subcontract.
- G.11.2.4** The subcontractor approval request form included herein should be used to request approval of subcontractor on this project. The form should be completed for each subcontractor requested for approval and submitted to the CO. Copies of these forms are available upon request from the COTR.

G.11.3 Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

G.12 Reserved

G.13 PATENTS:

The Contractor shall hold and save the Government, its officers, agents, servants and employees, harmless for liability of, any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, article or appliance manufactured or used in the performance of this contract, including their use by the Government of the District of Columbia.

G.14 thru G28 Reserved

G.29 ADD TO ARTICLE 3, CHANGES, OF THE STANDARD CONTRACT PROVISIONS, GENERAL PROVISIONS SECTION, THE FOLLOWING SECTION E, EQUITABLE ADJUSTMENTS:

G.29.1 The purpose of this section is to define a standard procedure for determining reasonable costs and times for purpose of making equitable adjustments under Article labeled "CHANGES", of the Standard Contract Provisions.

G.29.2 Unless provided in the contract, the following procedure shall be used:

G.29.2.1 Where the nature of the change is known sufficiently in advance to permit negotiation, the parties shall attempt to agree on a fully justifiable price adjustment or adjustment of time for completion.

G.29.2.2 If the parties fail to agree upon an equitable adjustment prior to the time the proposed change affects the contract work, or if the CO determines it is not feasible to reach an agreement regarding an equitable adjustment, either due to lack of time or other reasons, the CO will order the change in accordance with Article 3 of the General Provisions and the Contractor shall proceed with the execution of the work so changed.

G.29.3 Equitable adjustments shall be determined in the following manner, unless stated in the contract.

G.29.3.1 Whenever a change is proposed or directed, the Contractor shall submit a proposal or breakdown within thirty (30) days of its receipt of the change, and the proposal will be acted upon promptly by the CO.

G.29.3.2 Price Adjustments

G.29.3.2.1 If agreement on costs cannot be reached prior to execution of changed work, payment will be made for the actual costs provided records of such costs are made available and that such costs are reasonable and predicated on construction procedures normally utilized for the work in question. If not, then payment shall be based on standard trade estimating practice.

G.29.3.2.2 Where basis of equitable adjustments is the actual cost incurred in performing changed work, the Contractor shall furnish the District with a complete breakdown of costs, covering the subcontractor work, as well as his own, individually itemizing the following:

- i. Material quantities and unit prices
- ii. Labor hours and basic hourly rate for each labor classification
- iii. Fringe benefits rate for each classification
- iv. Construction equipment
- v. Overhead
- vi. Profit
- vii. Commission
- viii. FICA, FUTA and DUTA (applied in basic hourly wage costs).

G.29.3.2.3 The Contractor shall furnish substantiation of fringe benefits, workmen compensation, FICA, DUTA, FUTA and State unemployment taxes at the request of the District.

G.29.3.2.4 The percentage for overhead, profit and commission to be allowed shall in no case exceed the following and shall be considered to include, but not limited to, insurance, other than mentioned herein, field and office supervisor and assistants above the level of foreman, incidental job burdens and general office expense, including field and home office. No percentage for overhead and profit will be allowed on FICA (Social Security), FUTA (Federal unemployment and DUTA (District Unemployment) taxes:

	Overhead	Profit	Commission
1. To Contractor on work performed by other than his/her own forces.	-	-	10% of value of work performed
2. To Contractor and/or Subcontractor for that portion of work performed by their respective forces.	10%	10%	-

3. From Contractor on deleted work to have been performed by other than his/her own forces. - - 5% of value of deleted work

4. From Contractor or Subcontractor on deleted work to have been performed by his/her own forces. - - 5% of value of deleted work

G.29.3.2.5 When a change consists of both added work and deleted work, the applicable percentage shall be applied to the net cost or credit.

G.29.3.2.6 Where more than one tier of subcontractors exists, they shall be treated as one subcontractor for purposes of markups. That is, only one overhead and one profit percentage for the subcontractors and one commission percentage for the prime Contractor shall be applied to actual cost of work performed regardless of the number of tiers of subcontractors.

G.29.3.2.7 Changes in the period of performance: Where a change affects the time required for the performance of the contract, the Contractor shall describe in detail “cause and effect relationship” and how such change affects the specific contract work activities, current critical path, overall performance or work, concurrency with other delays, and the final net impact on the contract milestone(s), specifically stating the proposed decrease or increase in the period of contract performance in calendar days.

G.29.4 The changes in the contract period of performance, if any, resulting from change order work will be calculated in the following manner:

G.29.4.1 New durations for work activities effected by the change order will be incorporated into the next computer printout. Time extensions will be directly based on the extent to which the contract completion date is hereby extended.

G.29.4.2 Should new work activities be required to supplement existing activities, they will be incorporated into the computer printout to verify total effect, if any, on the contract completion date.

G.29.4.3 Every attempt will be made to reach an agreement between the Contractor and the COTR on the number of days by which activity duration will be extended. Should an agreement not be reached within fifteen (15) days after Contractor receives the directive, the COTR will assign a reasonable duration to be used in determination of job progress.

G.29.5 If performance of the work is delayed by any of the causes specified in Article 5 of the General Provisions, TERMINATION-DELAYS, of Standard Contract Provisions for Construction Contract, Revised January 2007, a contract time extension may be justified.

G.29.5.1 The Contractor, when requesting an extension to the contract period of performance, must submit the same in writing with supporting facts and backup documentation plus a detailed explanation that must include, but be not limited to, the following:

- G.29.5.1.1** Reasons/cause and responsibility of each delay
- G.29.5.1.2** Inclusive dates of each delay
- G.29.5.1.3** Specific trades affected
- G.29.5.1.4** Portion (s) of each work contract activity affected and the duration thereof
- G.29.5.1.5** Status of work activity affected before delay commenced
- G.29.5.1.6** Concurrency of any other delays, including Contractor's own
- G.29.5.1.7** Net effect of each delay under this request, on the overall contract completion
- G.29.5.1.8** In the case of late delivery of materials and/or equipment, back up date, correspondence and documentation should include but not be limited to the following: establishment that prior to ordering there was a reasonable assurance of timely supply; copies of each purchase order establishing the dates of procurement, invoices, delivery receipts and the like showing shipping or delivery dates; and copy of correspondence showing diligent attempts to follow ups to obtain materials when critically needed from other sources.

G.29.5.2 All documentation should demonstrate that any delay was unforeseeable and without the fault or negligence of the Contractor, subcontractor or supplier involved. The Contractor will be entitled only to the additional number of days the project is delayed which is not concurrent with another delay for which a time extension has been granted or for which a valid request has been submitted.

G.29.5.3 In case of delays due to strikes, documentation shall include evidence of when and what trades struck, with reasons for the strike, prompt submittal of notice when the strike was ended and the date thereof, analysis of the effect of the strike on the completion of the contract work.

G.29.5.4 In case of delays due to unusually severe weather, documentation shall include daily temperature and precipitation records for each period of delay involved and explanation of delaying effect, including number of days that the construction activities on the current critical path at the time were actually delayed, including any extended impact, beyond the normal anticipated days of delay due to the weather conditions.

G.29.6 **COST AND PRICING DATA** (applicable to a Change Order or Modification) :

G.29.6.1 Unless otherwise provided in the solicitation, the Contractor shall, before negotiating any price adjustments pursuant to a change order or modification, submit cost or pricing data and certification that, to the best of the Contractor's knowledge and belief, the cost or pricing data submitted was accurate, complete, and current as of the date of negotiation of the change order or modification.

G.29.6.2 If any price, including profit or fee, negotiated in connection with any change order or contract modification, was increased by any significant amount because (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified by the Contractor, (2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified by the Contractor, or (3) any of these parties furnished

data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

G.29.6.3 Cost or pricing data includes all facts as of the time of price agreement that prudent buyers and sellers would reasonably expect to affect price negotiations significantly. Cost or pricing data are factual, not judgmental, and are therefore verifiable. While they do not indicate the accuracy of the prospective Contractor's judgment about estimated future costs or projections, cost or pricing data do include the data forming the basis for that judgment. Cost or pricing data are more than historical accounting data; they are all the facts that can be reasonably expected to contribute to the soundness of estimates of future costs and to the validity of determinations of costs already incurred.

G.29.6.4 The following specific information should be included as cost or pricing data, as applicable:

G.29.6.4.1 Vendor quotations;

G.29.6.4.2 Nonrecurring costs;

G.29.6.4.3 Information on changes in production methods or purchasing volume;

G.29.6.4.4 Data supporting projections of business prospects and objectives and related operations costs;

G.29.6.4.5 Unit cost trends such as those associated with labor efficiency;

G.29.6.4.6 Make or buy decisions;

G.29.6.4.7 Estimated resources to attain business goals;

G.29.6.4.8 Information on management decisions that could have a significant bearing on costs.

G.29.6.5 If the Contractor is required to submit cost or pricing data in connection with pricing any change order or modification of this contract, the CO or representatives of the CO shall have the right to examine all books, records, documents and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the change order or modification, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data. The right of examination shall extend to all documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used. Contractor shall make available at its office at all reasonable times the materials described above for examination, audit, or reproduction until three years after the later of:

G.29.6.5.1 final payment under the contract;

G.29.6.5.2 final termination settlement; or

G.29.6.5.3 the final disposition of any appeals under the disputes clause or of litigation or the settlement of claims arising under or relating to the contract.

G.30 thru G.33 Reserved

G.34 51% DISTRICT RESIDENTS NEW HIRES/FIRST SOURCE EMPLOYMENT AGREEMENT:

G.34.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code, sec. 2-219.01 et seq. ("First Source Act").

- G.34.2** The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, Attachment J.2.3, in which the Contractor shall agree that:
- G.34.2.1** The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services (“DOES”); and
 - G.34.2.2** The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.
- G.34.3** The Contractor shall submit to DOES, no later than the 10th each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”), verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:
- G.34.3.1** Number of employees needed;
 - G.34.3.2** Number of current employees transferred;
 - G.34.3.3** Number of new job openings created;
 - G.34.3.4** Number of job openings listed with DOES;
 - G.34.3.5** Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
 - G.34.3.6** Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including;
 - a. Name;
 - b. Social Security number;
 - c. Job title;
 - d. Hire date;
 - e. Residence; and
 - f. Referral source for all new hires.
- G.34.4** If the contract amount is equal to or greater than \$100,000.00, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.
- G.34.5** With the submission of the Contractor’s final request for payment from the District, the Contractor shall:
- G.34.5.1** Document in a report to the CO its compliance with the section G.34.6 of this clause; or
 - G.34.5.2** Submit a request to the CO for a waiver of compliance with section G.34.6 and include the following documentation:
 - G.34.5.2.1** Material supporting a good faith effort to comply;
 - G.34.5.2.2** Referrals provided by DOES and other referral sources;
 - G.34.5.2.3** Advertisement of job openings listed with DOES and other referral sources; and
 - G.34.5.2.4** Any documentation supporting the waiver request pursuant to section G.34.6.

- G.34.6** The CO may waive the provisions of section G.34.4 if the CO finds that:
- G.34.6.1** A good faith effort to comply is demonstrated by the Contractor;
 - G.34.6.2** The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpepper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
 - G.34.6.3** The Contractor enters into a special workforce development training or placement arrangement with DOES; or
 - G.34.6.4** DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.
- G.34.7** Upon receipt of the Contractor's final payment request and related documentation pursuant to sections G.34.5, the CO shall determine whether the Contractor is in compliance or whether a waiver of compliance pursuant to section G.34.5 is justified. If the CO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the CO shall, within two business days of making the determination forward a copy of the determination to the CFO and the COTR.
- G.34.8** Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section G.34.5, or deliberate submission of falsified data, may be enforced by the CO through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the CO pursuant to this section G.34.8.
- G.34.9** The provisions of sections G.34.4 through G.34.8 do not apply to nonprofit organizations with 50 employees or less.

PART I

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 LIQUIDATED DAMAGES:

Reserved

H.2 PERMITS, LICENSES AND CERTIFICATES:

Reserved

H.3 UTILITY CONNECTIONS AND SERVICES:

Reserved

H.4 SHOP DRAWINGS AND CATALOGUE CUTS:

Reserved

H.5 PROPRIETARY RESTRICTIONS:

H.5.1 Proprietary names or brands are mentioned for descriptive, not restrictive, purposes and are intended to establish minimum standards of quality for materials, fabrication and finishes.

H.5.1.1 Such references shall not be construed as limiting competition or controlling selection of manufacturers, and the Contractor in such cases may submit for approval any item or type of construction which, in the judgment of the CO, expressed in writing is equal to that specified.

H.5.1.2 The COTR will judge the submissions on the basis of durability, strength, appearance, serviceability of parts, output, coordination with related work and the ability to fulfill the requirements of the specified item.

H.6 DEBRIS AND CLEANING:

Reserved

H.7 MATERIALS AND WORKMANSHIP:

H.7.1 Unless otherwise specified, all materials and equipments incorporated in the work under the contract shall be new. All workmanship shall be first class and by persons qualified in the respective areas.

H.7.2 In the absence of specific requirements for installation of a material or product, the Contractor will be held responsible for installation of said material or product in strict accordance with the manufacturer's printed instructions and recommendations.

H.8 STANDARDS:

H.8.1 Any material specified by reference to the number, symbol or title of a specific standard such as a Commercial Standard, a Federal Specifications, ASTM certification or other similar standard, shall comply with the requirements in the latest revision hereof.

- H.8.2** The District will not furnish any copies of the applicable Federal Specifications, Commercial Standards and other standard specifications to the bidders. However, the CO will furnish upon request, information as to how copies of the standards referred to may be obtained, and it will be responsibility of the requestor to obtain the necessary documents from respective sources.
- H.8.3** Where a standard is referred to in the various sections of these specifications, it shall include the installation requirements specified therein unless specifically modified in the contract specifications.

SECTION I: CONTRACT CLAUSES**I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS:**

The District of Columbia Standard Contract Provisions For Use With Supplies and Services Contracts are incorporated herein, with the same force and effect as if given in full text.

I.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS:

I.2.1 Davis Bacon Wage Rates are applicable. The current prevailing wage determination is General Decision Number DC080003, Modification No. 0 dated 02/08/2008, incorporated herein as Attachment J.1.3.

I.2.2 In accordance with the applicable provisions of 29 CFR, Part 1, Section 1.6 (c) (3) (IV), if the intent to award letter is not issued within ninety (90) days of proposal submission, all intervening modifications (or new wage decision) are made a part of this contract. The Contractor will be reimbursed this added labor cost.

I.3 CONFLICT OF INTEREST:

I.3.1 No official or employee of the District of Columbia or the Federal Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the contract or proposed contract. (DC Procurement Practices Act of 1985, D.C. Law 6-85, D.C. Official Code Section 2-310.01, and Chapter 18 of the DC Personnel Regulations).

I.3.2 The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

I.4 EQUAL EMPLOYMENT OPPORTUNITY:

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985 the forms for completion of the Equal Employment Opportunity Information Report shall be completed and incorporated with the bid. The forms can be found at www.dcbiz.dc.gov under "Procurement Opportunities". An award cannot be made to any Bidder who has not satisfied the equal employment requirements as set forth by the Department of Small and Local Business Development.

I.5 INSURANCE:

I.5.1 GENERAL REQUIREMENTS. Prior to commencement of any work under this Contract, and in addition to other insurance bonds or securities required by law or under the Contract terms, the Contractor shall procure and maintain during the life of the Contract, the following types of insurance:

I.5.1.1 Commercial General Liability Insurance. The Contractor shall furnish evidence satisfactory to the CO with respect to the operations performed by it, its employees and subcontractor, it carries in its own behalf, Owners' and Contractors' Protective Liability Insurance with minimum \$5,000,000.00 per occurrence limit for bodily injury and property damage. If this Contract is for building construction, the Commercial General Liability policy must be endorsed to include coverage for Explosion, Collapse and Underground (XCU). The aggregate limit of liability shall be used or applied separately to the project/location specified in this agreement and stated so within the insurance policy by endorsement. The policy must name the District as an additional

insured, contain a waiver of subrogation, and state that coverage is primary and non-contributory.

- I.5.1.2** **Umbrella/Excess Liability.** Contracts valued at over \$100,000.00 or determined to be high risk must carry Umbrella/ Excess Liability Insurance with \$5,000,000.00 limits per occurrence. The policy must name the District as an additional insured, contain a waiver of subrogation, and state that coverage is primary and non-contributory. If properties adjacent to the building site present unusual or hazardous conditions, higher Umbrella/ Excess Liability limits may be required.
- I.5.1.3** **Workers' Compensation.** The Contractor shall carry according to the statutes of the District of Columbia workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this Contract, including Employer's Liability, \$100,000.00 per accident for injury, \$100,000 per employee for disease, \$500,000.00 policy limit disease. The policy must contain a waiver of subrogation endorsement. The Contractor agrees to comply, at all times, with the provisions of the workers' compensation laws of the District.
- I.5.1.4** **Automobile Liability Insurance.** The Contractor shall furnish automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the project. The policy shall cover the operations performed in the District with a \$1,000,000.00 per occurrence combined single limit for bodily injury and property damage. The policy coverage shall be Primary and Non-Contributory.
- I.5.2** **CERTIFICATE OF INSURANCE.** The Contractor must submit verification of insurance on a standard Certificate of Insurance Associate for Cooperative Operations Research and Development (ACORD) form and receive approval from the CO prior to commencement of any work. The Contractor shall obtain the insurance from responsible companies licensed by the District of Columbia's Department of Banking, Insurance and Securities Regulation and shall deliver the certificate of insurance to the CO within fourteen (14) days of contract award. The policies of insurance shall provide for at least thirty (30) days written notice to the CO prior to their termination or material alteration.
- I.5.3** **DURATION.** The Contractor shall carry all insurance until all contract work is accepted by the District. Each insurance policy shall contain a binding endorsement that: The insurer hereby warrants and agrees that it shall not cancel this policy, except after thirty (30) days written notice, by certified mail, to the CO.
- I.5.4** **CONTRACTOR'S PROPERTY.** Contractors and subcontractor are solely Responsible for any loss or damage to their personal property, including owned and leased equipment, whether such equipment is located at a project site or "in transit". This includes Contractor tools and equipment, scaffolding and temporary structures, and rented machinery, storage sheds or trailers placed on the project site.
- I.5.5** **MEASURE OF PAYMENT.** The District will not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the lump sum bid price.

I.6 DISCRIMINATION CLAUSES:

I.6.1 Anti-Discrimination Clause:

The Contractor:

- I.6.1.1** Shall not discriminate in any manner against any employee or applicant for employment in violation of Section 211 of the District of Columbia Human Rights Act (DC Law 2-38; DC Official Code Section 2-1402.11);
- I.6.1.2** Shall include a similar clause in every subcontract, except subcontracts for standard commercial supplies or raw materials;
- I.6.1.3** Shall, along with all subcontractors, post in a conspicuous place available to employees and applicants for employment, a notice setting forth the provisions of the anti-discrimination clause set out in Section 251 of the District of Columbia Human Rights Act (DC Official Code Section 2-1402.51).

I.6.2 Non-Discrimination Clause:

- I.6.2.1** The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, approved December 13, 1977, as amended (D. C. Law 2-38; D. C. Official Code §2-1402.11) (2001 Ed.) (“Act” as used in this Section). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, Contractor agrees and any subcontractor shall agree to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause as provided in Section 251 of the Act.

- I.6.2.2** Pursuant to rules of the Office of Human Rights, published on August 15, 1986 in the D. C. Register and Mayor’s Order 2002-175 (10/23/02), 49 DCR 9883, the following clauses apply to this contract:

- I.6.2.2.1** The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, familial status, family responsibilities, disability, matriculation, political affiliation, source of income, or place of residence or business. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.

- I.6.2.2.2** The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, familial status, family responsibilities, disability, matriculation, political affiliation, source of income, or place of residence or business.

The affirmative action shall include, but not be limited to the following:

- (a) employment, upgrading or transfer;
- (b) recruitment, or recruitment advertising;
- (c) demotion, layoff, or termination;
- (d) rates of pay, or other forms of compensation;
- and
- (e) selection for training and apprenticeship.

- I.6.2.2.3** The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Agency, setting forth the provisions in subsections **I.6.2.2.1** and **I.6.2.2.2** concerning non-discrimination and affirmative action.
- I.6.2.2.4** The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in subsection **I.6.2.2.2**.
- I.6.2.2.5** The Contractor agrees to send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of that contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- I.6.2.2.6** The Contractor agrees to permit access to his books, records and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of Human Rights or designee, for purposes of investigation to ascertain compliance with this chapter, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.
- I.6.2.2.7** The Contractor agrees to comply with the provisions of this chapter and with all guidelines for equal employment opportunity applicable in the District of Columbia adopted by the Director of the Office of Human Rights, or any authorized official.
- I.6.2.2.8** The Contractor shall include in every subcontract the equal opportunity clauses, subsections **I.6.2.2.1** through **I.6.2.2.9** of this section, so that such provisions shall be binding upon each subcontractor or vendor.
- I.6.2.2.9** The Contractor shall take such action with respect to any subcontract as the CO may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the District to enter into such litigation to protect the interest of the District.

I.7 CONTRACTS IN EXCESS OF \$1 MILLION:

Any contract in excess of \$1,000,000.00 shall not be binding or give rise or any claim or demand against the District until approved by the Council of the District of Columbia, and signed by the CO.

I.8 DISPUTES: (Delete Article 14, Disputes, of the Standard Contract Provisions and substitute the following Article 14. Disputes):

I.8.1 All disputes arising under or relating to this contract shall be resolved as provided herein.

I.8.2 Claims by a Contractor against the District.

Claim, as used in Section B of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of

contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

I.8.2.1 All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the CO for a decision. The Contractor's claim shall contain at least the following:

I.8.2.1.1 A description of the claim and the amount in dispute;

I.8.2.1.2 Any data or other information in support of the claim;

I.8.2.1.3 A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and

I.8.2.1.4 The Contractor's request for relief or other action by the CO.

I.8.2.2 The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.

I.8.2.3 For any claim of \$50,000.00 or less, the CO shall issue a decision within sixty (60) calendar days from receipt of a written request from a Contractor that a decision is rendered within that period.

I.8.2.4 For any claim over \$50,000.00, the CO shall issue a decision within ninety (90) calendar days of receipt of the claim. Whenever possible, the CO shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.

I.8.2.5 The CO's written decision shall do the following:

I.8.2.5.1 Provide a description of the claim or dispute;

I.8.2.5.2 Refer to the pertinent contract terms;

I.8.2.5.3 State the factual areas of agreement and disagreement;

I.8.2.5.4 State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;

I.8.2.5.5 If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;

I.8.2.5.6 Indicate that the written document is the CO's final decision; and

I.8.2.5.7 Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

I.8.2.6 Any failure by the CO to issue a decision on a contract claim within the required time period will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as authorized by D.C. Official Code § 2-309.04.

I.8.2.6.1 If a Contractor is unable to support any part of his or her claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim.

I.8.2.6.2 Liability under Paragraph I.8.2.6.1 shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.

I.8.2.8 The decision of the CO shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Contractor as authorized by D. C. Official Code § 2-309.04.

I.8.2.9 Pending final decision of an appeal, action, or final settlement, a Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

I.8.3 Claims by the District against a Contractor

I.8.3.1 Claim as used in Paragraph I.8.3 of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

I.8.3.2 The CO shall decide all claims by the District against a Contractor arising under or relating to a contract.

I.8.3.2.1 The CO shall send written notice of the claim to the Contractor. The CO's written decision shall do the following:

I.8.3.2.1.1 Provide a description of the claim or dispute;

I.8.3.2.1.2 Refer to the pertinent contract terms;

I.8.3.2.1.3 State the factual areas of agreement and disagreement;

I.8.3.2.1.4 State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;

I.8.3.2.1.5 If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;

I.8.3.2.1.6 Indicate that the written document is the CO's final decision; and

I.8.3.2.1.7 Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

I.8.3.3 The decision shall be supported by reasons and shall inform the Contractor of his or her rights as provided herein. Contractor of his or her rights as provided herein.

I.8.3.4 The authority contained in this clause shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle, or determine.

I.8.3.5 This clause shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.

I.8.4 The decision of the CO shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the District as authorized by D.C. Official Code §2-309.04.

- I.8.5** Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

I.9 CONFIDENTIALITY OF INFORMATION:

The Contractor shall keep all the information obtained relating to any employee or customer of the District in absolute confidence, and shall not use it in connection with any other matters, or disclose it to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.10 TIME:

Time or performance period, if stated in number of days, shall mean calendar days which includes Saturdays, Sundays, and holidays, unless stated otherwise therein.

I.11 OTHER CONTRACTORS:

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District Contractor or by any District employee.

I.12 INCORPORATION AND ORDER OF PRECEDENCE:

The following documents are incorporated herein by reference and in case of any discrepancy the following Order Of Precedence shall apply: (1) Pricing (Section-B), (2) Scope (Section C), (3) Special Contract Requirements (Section H), (4) Contract Clauses (Section I), and (5) Standard Contract Provisions, (6) The Living Wage Act Notice and Fact Sheet, (8) Certifications and Representation (Section K), (9) Contractor's proposal, and (10) First Source Employment Agreement (Attachment J.2.3), Sections D, E, F, G, L and M.

I.13 AUDITS, RECORDS, AND RECORD RETENTION:

- I.13.1** At any time or times before final payment and three (3) years thereafter, the CO may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be reduced by amounts found by the CO not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the District Government and an overpayment is found, the Contractor shall reimburse the District for said overpayment within thirty (30) days after written notification.
- I.13.2** The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under the contract that results from this solicitation.
- I.13.3** The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.
- I.13.4** The Contractor shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the CO.
- I.13.5** Persons duly authorized by the CO shall have full access to and the right to examine any of the Contractor's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

- I.13.6** The Contractor shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

I.14 PUBLICITY:

The Contractor shall at all times obtain the prior written approval from the CO before the Contractor, any of its officers, agents, employees or subcontractor, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

I.15 FREEDOM OF INFORMATION ACT:

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private Contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.8 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the reliability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code § 2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

I.16 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA):

During the performance of the contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. 12101 *et seq.*

I.17 SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED:

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. 794 (1983) *et seq.*

I.18 ENVIRONMENTALLY PREFERABLE PAINT PRODUCTS:

I.18.1 Environmentally Preferable Products Goals

I.18.1.1 The District is seeking contractors to provide environmentally preferable and effective paint products that support the District's environmentally preferable purchasing (EPP) contracting initiative.

I.18.1.2 Environmentally preferable products are products and services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison considers the life cycle of the product from raw material acquisition, production, manufacturing, packaging, distribution, re-use, operation, maintenance and disposal.

I.18.2 Paint Environmental Requirements

I.18.2.1 The requirements and restrictions contained in this clause shall apply to all architectural and anti-corrosive paints used during the course of this contract.

- I.18.2.2** Due to the documented health risks associated with high Volatile Organic Compound (VOCs) levels, the Contractor shall use only paint and paint products that do not exceed the maximum allowable VOC content in the table below for each type of paint:

Product Type	Type of Paint	VOCs (grams/liter)	VOCs (pounds/gallon)
Category I	Interior		
	Architectural		
	a. Flat	50 g/l	0.42 lb/gal
	b. Non-Flat	150 g/l	1.25 lb/gal
Category II	Exterior		
	Architectural		
	a. Flat	100 g/l	0.83 lb/gal
	b. Non-Flat	200 g/l	1.66 lb/gal
Category III	Anticorrosive		
	a. Flat	250 g/l	2.1 lb/gal
	b. Semi-Gloss	250 g/l	2.1 lb/gal
	c. Gloss	250 g/l	2.1 lb/gal

I.18.3 Prohibited Paint Components

- I.18.3.1** Paints often contain inorganic and organo-metallic components used as preservatives, additives and pigments. The following is a list of organic compounds and components prohibited under this contract:

1,1,1 Trichloroethane	Formaldehyde
1,2 Dichlorobenzene	Hexavalent chromium
Acrolein	Isophorone
Acrylonitrile	Lead
Antimony	Mercury
Benzene	Methylene chloride
Butyl benzyl phthalate	Methyl ethyl ketone
Cadmium	Methyl isobutyl ketone
Di (2-ethylhexyl) phthalate	Naphthalene
Dimethyl phthalate	Toluene (Methylbenzene)
Di-n-butyl phthalate	Vinyl Chloride
Ethylbenzene	

I.18.4 Packaging

- I.18.4.1** Paint cans and their components shall not be fabricated with lead.

I.18.5 Product Safety

- I.18.5.1** A contractor shall be responsible for:

- (a) Any damage to personnel, buildings, furniture or equipment directly traceable to their use of prohibited paint.
- (b) Evacuating and warning individuals that might be affected by any spills or leakages directly traceable to their use of prohibited paint.

- (c) Any spills or leaks that occur during the use or transportation of their products.
- (d) Paying the clean up cost for any spills or leaks that occur while they are unloading, transporting or otherwise using their products.

I.19 ENVIRONMENTALLY PREFERABLE SOLVENT PRODUCTS:

I.19.1 Environmentally Preferable Products Goals

- I.19.1.1** The District is seeking contractors to provide environmentally preferable and effective solvent products that support the District's environmentally preferable purchasing (EPP) contracting initiative.
- I.19.1.2** Environmentally preferable products are products and services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison considers the life cycle of the product from raw material acquisition, production, manufacturing, packaging, distribution, re-use, operation, maintenance and disposal.

I.19.2 Environmentally Preferable Solvent Products

- I.19.2.1** Solvents are fluids or a mixture of fluids capable of dissolving substances to produce compositions for industrial value.
- I.19.2.2** Solvent products subject to the requirements of this clause include, but are not limited to, the following classes:
 - (a) **Alcohols.** Alcohols are solvents that dissolve substances such as shellacs, vinyls, acrylics, epoxies and silicones.
 - (b) **Aliphatic Hydrocarbons.** Aliphatic hydrocarbons are solvents often found in coatings and insecticides. Commonly used as degreasers and solvents for acrylics and epoxies. Common aliphatics include mineral spirits, paint thinner, petroleum distillates, VM&P Naphtha, kerosene, gasoline and heptane (all of which are extremely flammable).
 - (c) **Aromatic Hydrocarbons.** Aromatic hydrocarbons are substances used in printing, fiberglass-reinforced products, glues and veneers. Common aromatics include toluene (toluol), xylene (xylol), coal-tar naphtha, styrene and benzene.
 - (d) **Chlorinated Hydrocarbons.** Chlorinated hydrocarbons are commonly used degreasers, dry cleaning agents, rubber solvents and paint strippers found in coatings, resins and tars. Common chemicals in this class include perchloroethylene, methylene chloride, carbon tetrachloride, methyl chloroform and trichloroethylene.
 - (e) **Glycols.** Glycols, which are water-soluble solvents used as lubricants, are found in cosmetics, coatings, resins and dyes. Glycol ethers include butyl cellusolve (2-butoxyethanol), cellusolve (2-ethoxyethanol), methyl cellusolve (2-methoxyethanol), and cellusolve acetate (2-ethoxyethyl acetate). Most common glycol ethers are combustible.
 - (f) **Esters.** Esters have differing chemical properties depending on their use including methyl formate, ethyl acetate, isopropyl acetate, methyl acetate, secamylacetate, and isoamyl acetate (banana oil).
 - (g) **Ethers.** Ethers are ingredients in dyes, resins, waxes, cellulose nitrate and fuels,

including ethyl ether, tetrahydrofuran, dioxane and isopropyl ether.

- (h) **Ketones.** Ketones are solvents for dyes, resin and waxes that are used to manufacture plastics, synthetic fibers, explosives, cosmetics and medicines. Some examples of ketones include acetone, methyl ethyl ketone, cyclohexanon and isophorone.
- (i) **Other Solvents.** Other types of solvents include freon, turpentine, dimethylformamide and carbon disulfide.

I.19.3 Solvent Environmental Requirements - The Contractor shall avoid the following hazards when using solvent products during the performance of this contract:

I.19.3.1 Health Hazards

- (a) **Bodily Contact** - The Contractor shall not use solvent products that irritate or harm the skin, eyes, nose and throat from direct contact with the solvents;
- (b) **Inhalation** – The Contractor shall not use solvent products that when inhaled causes headaches, nausea, vomiting and dizziness from contact with the solvents; and,
- (c) **Ingestion** – The Contractor shall not use solvent products that if ingested or exposed to for a period of time cause damage to the brain, liver, kidney, respiratory system and nervous systems.

I.19.3.2 Physical Hazards

- (a) **Flammable materials** are substances that will easily ignite, burn and serve as fuel for a fire. The flash point is the lowest temperature at which a liquid gives off enough vapors which, when mixed with air, can be easily ignited by a spark. The lower the flash point, the greater the risk of fire or explosion.
- (b) The Contractor shall not use solvent products that are a potential fire hazard or have a low flash point. A solvent is flammable and a serious fire hazard if its flash point is below 37.8C (100F).

I.19.4 Prohibited Solvents

I.19.4.1 The following solvent products are recognized by the National Institute for Occupational Safety and Health (NIOSH) as carcinogens, ozone-depleting solvents or as reproductive hazards in the workplace and shall not be used:

Benzene	Carbon tetrachloride
Trichloroethylene	1,1,2,2-tetrachloroethane
2-methoxyethanol	2-ethoxyethanol
Methyl chloride	Trichlorotrifluoroethane
Chlorinated Fluorocarbon Compounds	

I.19.5 Packaging Reduced/Recyclable

- I.19.5.1** If possible, the Contractor shall use products that are in reusable, refillable, or recyclable containers or are otherwise made from recycled content products.
- I.19.5.2** No products shall be delivered in aerosol cans.

- I.19.5.3** All products must be available in non-aerosol containers such as ready-to-use pump action sprays, air-charged refillable containers, or spray bottles.

I.19.6 Product Safety

- I.19.6.1** The Contractor shall be responsible for:

- (a) Any damage to personnel, buildings, furniture or equipment directly traceable to their use or transportation of prohibited products.
- (b) Any spills or leaks that occur during the use or transportation of their products.
- (c) Evacuating and warning individuals that might be affected by any spills or leaks that occur when their products are being used or transported.
- (d) Paying the clean up cost for any spills or leaks that occur while they are using or transporting their products.

I.20 LIVING WAGE ACT OF 2006:

The Living Wage Act of 2006 is Title I of the "Way To Work Amendment Act of 2006", DC Law 16-118, effective June 8, 2006. The Living Wage Act is codified at DC Official Code §§2-220.01 through 11. Living wage act can be found at: www.ocp.dc.gov.

I.20.1 WAY TO WORK AMENDMENT ACT OF 2006

- I.20.1.1** Except as described in H.48.1.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 9, 2006 (D.C. Law 16-118, D.C. official Code §2-220.01 *et seq.*) ("Living Wage Act of 2006"), for contracts for services in the amount of \$100,000 or more in a 12-month period.
- I.20.1.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the Office of Contracting & Procurement (OCP) website at www.ocp.dc.gov.
- I.20.1.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- I.20.1.4** The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.
- I.20.1.5** The Contractor shall provide a copy of the Fact Sheet attached Section J to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Fact Sheet Notice attached in a conspicuous place in its place of business. The Contractor all include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- I.20.1.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- I.20.1.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*

- I.20.1.8** The requirements of the Living Wage Act of 2006 do not apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
 - (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
 - (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
 - (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
 - (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
 - (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
 - (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
 - (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3);
 - (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
 - (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.
- I.20.1.9** The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

SECTION J: LIST OF ATTACHMENTS

INCORPORATED BY REFERENCE *(The following forms and documents, located at www.dcbiz.dc.gov under “Procurement Opportunities,” shall be completed and incorporated with the offer.)*

J.1.A. Standard Contract Provisions for use with Supplies and Services Contract

J.1.B. Living Wage Act of 2006 Fact Sheet and Notice

J.2 E.E.O. Information and Mayor’s Order 85-85

J.3 Tax Certification Affidavit

J.4 First Source Employment Agreement

**SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS
OF CONTRACTORS**

As part of their offers in response to this RFP, all offers shall provide the following statements and

**SECTION K: CERTIFICATIONS, REPRESENTATIONS AND OTHER
STATEMENTS OF BIDDERS**

- K.1 Certification of Eligibility**
- K.2 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction**
- K.3 Payment to Subcontractor and Suppliers Certification**
- K.4 Subcontracting Plan**
- K.5 Bid Bond (N/A)**
- K.6 Certification of Independent Price Determination (N/A)**
- K.7 Employment Agreement**
- K.8 Certification under “Buy American Act” (applicable to purchase of material and equipment)**
- K.9 Certification as to Type of Business Organization**

K.1

CERTIFICATION OF ELIGIBILITY

_____, being duly sworn (or
(President or Authorized Official of Bidder)

under penalty of perjury under the laws of the United States), certifies that, except as noted below, (the Company) or any person associated therewith in the capacity of (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds):

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility under any Federal, District or State statutes;

has not been suspended, debarred, voluntarily excluded or determined ineligible by an Federal, District or state agency within the past three (3) years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Exceptions will not necessarily result in denial of award, but will be considered in determining acceptability of offeror. For any exception noted, indicate below to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

Contractor

President or Authorized Official

Date

Title

The penalties for making false statements are prescribed in the Program Fraud Civil Remedies Act of 1986 (Public Law 99-509, 31 U.S.C. 3801-3812).

Subscribed and sworn before me this _____ day of _____

At _____
City and State

Notary Seal

Notary Public

K.2

**CERTIFICATION REGARDING DEBARMENT
SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTION**

_____, being duly sworn (or
(President or Authorized Official of Bidder)

under penalty of perjury under the laws of the United States), certifies that, except as noted below, (the Company) or any person associated therewith in the capacity of (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of federal funds):

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility under any Federal, District or State statutes;

has not been suspended, debarred, voluntarily excluded or determined ineligible by an Federal, District or state agency within the past three (3) years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Exceptions will not necessarily result in denial of award, but will be considered in determining acceptability of offeror. For any exception noted, indicate below to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

Contractor President or Authorized Official

Date Title

The penalties for making false statements are prescribed in the Program Fraud Civil Remedies Act of 1986 (Public Law 99-509, 31 U.S.C. 3801-3812).

Subscribed and sworn before me this _____ day _____

At _____
City and State

Notary Seal Notary Public

K.3

PAYMENT TO SUBCONTRACTOR AND SUPPLIERS CERTIFICATE

The Contractor, prior to receiving a progress payment, shall submit to the COTR, certification that the Contractor has made and will make timely payments to his/her subcontractor and suppliers per his/her contractual arrangements with them.

The certification must be accompanied by a list of all subcontractor and suppliers who will receive payment from the invoice and the dollar amount. Payment will not be made until the Prime Contractor submits this information.

Certification shall be made on the following standard form.

To:

***Jonathan R. Butler, Director of Contracts
Office of the Deputy Mayor for Planning & Economic Development
2025 M. St. NW Suite 600
Washington, D.C. 20036***

I hereby certify:

I have made and/or will make timely payments to all my subcontractor and suppliers per my contractual arrangements with them.

Contractor/Company Name

Signature of Official

Date

Title

K.4

SUBCONTRACTING PLAN

Page 1 of 2

PRIME CONTRACTOR INFORMATION:

Company: _____ Street Address: _____ City & Zip Code: : _____ Phone Number: _____ Fax: _____ Email Address: _____	Solicitation Number: _____ Contractor's Tax ID Number: _____ Caption of Plan: _____ _____ _____
Project Name: _____ Address: _____ _____ Project Descriptions: _____ _____ _____	Duration of the Plan: From _____ to _____ Total Prime Contract Value: \$ _____ Amount of Contract (excluding the cost of materials, goods, supplies and equipment) \$ _____ Amount of all Subcontracts: \$ _____ LSDBE Total: \$ _____ equals _____ % <div style="text-align: right;">LSDBE Subcontract Value Percentage</div> Set Aside

CONTRACTOR INFORMATION: (use continuation sheet for additional subcontracts)

Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work

Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____ % Tier: : _____ <div style="text-align: center;">1st, 2nd, 3rd</div> LSDBE Certification Number: _____ <div> Certification Status: <table border="1" style="display: inline-table;"> <tr> <td>SBE:</td> <td>LBE:</td> <td>DBE:</td> <td>DZE:</td> <td>ROB:</td> <td>LRB:</td> </tr> </table> </div> (check all that apply)						SBE:	LBE:	DBE:	DZE:	ROB:	LRB:	Point of Contact: _____ <div style="text-align: right;">Name (Print)</div> Contact Telephone Number: _____ Fax Number: _____ Email Address: _____
SBE:	LBE:	DBE:	DZE:	ROB:	LRB:							

(List each subcontractor at any tier that will be awarded a subcontract to meet your total set aside goal.)

CERTIFICATIONS

The prime contractor shall attach a **notarized** statement including the following:

- A **description of the efforts** the prime contractor will make to ensure that LBEs, DBEs, ROB, SBEs, LRBs, or DZEs will have an equitable opportunity to compete for subcontracts;
- In all subcontracts that offer **further subcontracting opportunities**, assurances that the prime contractor will include a statement, approved by the CO, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- Assurances** that the prime contractor will cooperate in any studies or surveys that may be required by the CO, and submit periodic reports, as requested by the CO, to allow the District to determine the extent of **compliance** by the prime contractor with the subcontracting plan;
- Listing of the type of **records** the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and include assurances that the prime contractor will make such records available for review upon the District's request; and
- A description of the prime contractor's recent **efforts to locate LBEs, DBEs, SBEs, DZEs, LRBs, and ROB, and to award subcontracts to them.**

PERSON PREPARING THE SUBCONTRACTING PLAN:

Name: _____ <div style="text-align: right;">(Print)</div> Telephone Number: () _____ - _____ Fax Number: () _____ - _____ Email Address: _____	Signature: _____ Title: _____ Date: _____
---	---

(SUBCONTRACTORS LIST CONTINUED)

(List each subcontractor that will be awarded a subcontract to meet your total set aside goal.)

45

Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____ % Tier: : _____ 1st, 2nd, 3rd LSDBE Certification Number: _____						Point of Contact: _____ Name (Print) Contact Telephone Number: _____ Fax Number: _____ Email Address: _____			
Certification Status: (check all that apply)		SBE:	LBE:	DBE:	DZE:	ROB:	LRB:		

K.5**GOVERNMENT OF THE DISTRICT OF COLUMBIA**

BID BOND (See Instructions on 2 nd page)	Date Bond Executed: (Must Not be Later Than Bid Opening Date)			
PRINCIPAL (Legal Name and Address)	TYPE OF ORGANIZATION ("X")			
	<input type="checkbox"/> INDIVIDUAL		<input type="checkbox"/> PARTNERSHIP	
	<input type="checkbox"/> JOINT VENTURE		<input type="checkbox"/> CORPORATION	
	STATE OF INCORPORATION			
SURETY(IES) (Name(s) and Address(es))	PENAL SUM OF BOND			
	AMOUNT NOT TO EXCEED			
	MILLION(S)	THOUSAND(S))	HUNDRED(S)	CENTS
	5% OF BID			
	BID IDENTIFICATION			
	BID OPENING DATE		INVITATION NO.	

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety(ies) hereto are firmly bound to the District of Columbia Government, a municipal corporation, hereinafter called "the District", in the above penal sum for the payment of which we bind ourselves, our heirs, executors, and successors, jointly and severally; Provided that, where the Surety(ies) are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly" and "severally" only for the purpose of allowing a joint action against any or all of us, and for all other purposes each Surety bonds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be the full amount of the penal sum.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the bid identified above. NOW THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the receipt of the same, or, no period be specified, within ninety (90) calendar days after said receipt, and shall within the period specified therefore, or, if no period be specified, within ten (10) calendar days after being called upon to do so, furnish Performance & Payment Bonds with good and sufficient surety, as may be required, for the faithful performance and proper fulfillment of the Contract, and for the protection of all persons supplying labor and material in the prosecution of the work provided for in such Contract or, in the event of withdrawal of said bid, within the period specified, or the failure to furnish such bond within the time specified, if the Principal shall pay the District the difference between the amount specified in said bid and the amount for which the District may procure the required work and/or supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue. Each Surety executing this bond hereby agrees that its obligation shall not be impaired by extension(s) of time for acceptance of the bid that the Principal may grant to the District, notice of which extension(s) to Surety (ies) being hereby waived: Provided that such waiver of notice shall apply only with respect to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

IN WITNESS WHEREOF, the Principal and Surety (ies) have executed this bid bond and have affixed their seals on the date set forth above.

PRINCIPAL		
1. SIGNATURE	1. ATTEST	Corporate Seal
Seal		
Name & Title (typed)	Name & Title (typed)	
2. SIGNATURE	2. ATTEST	Corporate Seal
Seal		

Name & Title (typed)	Name & Title (typed)	
----------------------	----------------------	--

CERTIFICATE AS TO CORPORATION

I, _____, certify that I am _____,
 Secretary of the Corporation, named as Principal herein, that _____, who signed this bond,
 on
 behalf of the Principal, was then of said Corporation; that I know his signature, and his signature thereto is genuine; that
 said bond was duly signed and sealed for and in behalf of said Corporation by authority of its governing body, and is within
 the scope of its corporate powers.

 Secretary of Corporation

SURETY(IES)

1. Name & Address (typed)	State of Inc.	Liability Limit	Corpor ate Seal
Signature of Attorney-in-Fact	Attest (Signature)		
Name & Address (typed)	Name & Address (typed)		
1. Name & Address (typed)	State of Inc.	Liability Limit	Corpor ate Seal
Signature of Attorney-in-Fact	Attest (Signature)		
Name & Address (typed)	Name & Address (typed)		

INSTRUCTIONS

- This form shall be used whenever a bid guaranty is required in connection with construction, alteration and repair work.
- Corporations name should appear exactly as it does on Corporate Seal and inserted in the space designated "Principal" on the face of this form. If practicable, bond should be signed by the President or Vice President; if signed by other official, evidence of authority must be furnished. Such evidence should be in the form of an Extract or Minutes of a Meeting of the Board of Directors, or Extract of Bylaws, certified by the Corporate Secretary, or Assistant Secretary and Corporate Seal affixed thereto. CERTIFICATE AS TO CORPORATION must be executed by Corporate Secretary or Assistant Secretary.
- Corporations executing the bond as sureties must be among those appearing on the U. S. Treasury Department's List of approved sureties and must be acting within the limitations set forth therein, and shall be licensed by the Insurance Administration, Department of Consumer and Regulatory Affairs, to do business in the District of Columbia. The surety shall attach hereto an adequate Power-Of-Attorney for each representative signing the bond.
- Corporations executing the bond shall affix their Corporate Seals. Individuals shall sign full first name, middle initial and last name opposite the word "seal", two witnesses must be supplied, and their addresses, under the word "attest". If executed in Maine or New Hampshire, an adhesive seal shall be affixed.
- Names of all partners must be set out in body of bond form, with the recital that they are partners composing a firm, naming it, and all members of the firm shall execute the bond as individuals. Each signature must be witnessed by two persons and addresses supplied.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- A. Each signature of the Bidder is considered to be a certification by the signatory that:
- (a) The prices in this Bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any Bidder or competitor relating to:
 - (i) those prices
 - (ii) the intention to submit a Bid, or
 - (iii) the methods or factors used to calculate the prices in the Bid;
 - (b) The prices in this Contract have not been and will not be knowingly disclosed by the Bidder, directly, to any other Bidder or competitor before Contract opening unless otherwise required by law; and
 - (c) No attempt has been made or will be made by the Bidder to induce any other concern to submit or not to submit a Bid for the purpose of restricting competition.
- B. Each signature on the bid is considered to be a certification by the signatory that the signatory:
- (a) Is the person in the Bidder's organization responsible for determining the prices being offered in this Bid, and that the signatory has not participated and will not participate in any action contrary to subparagraphs A(a) through A(c) above; or
 - (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs A(a) through A(c) above:

(insert full name of person(s) in the organization responsible for determining the prices offered in this Contract and the title of his or her position in the Bidder's organization);
 - (ii) As an authorized agent, does certify that the principals named in subsection B(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs A(a) through A(c) above; and
 - (ii) (iii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs A(a) through A(c) above.
- (iii) C. If the Bidder deletes or modifies subparagraph A (b) above, the Bidder must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.7

EMPLOYMENT AGREEMENT

For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

at least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

The Contractor shall negotiate an Employment Agreement with the DOES for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

Date

Authorized Signature

K.8

BUY AMERICAN CERTIFICATION

The Bidder hereby certifies that each end product, except the end products listed below, is a domestic end product, and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

EXCLUDED END PRODUCTS

COUNTRY OF ORIGIN

K.9

TYPE OF BUSINESS ORGANIZATION

The Bidder, by checking the applicable box, represents that

(1) It operates as:

a corporation incorporated under the laws of the State of _____
an individual,
a partnership,
a nonprofit organization, or
a joint venture; or

(2) If the Bidder is a foreign entity, it operates as:

an individual,
a joint venture, or
a corporation registered for business in _____

(Country)

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1. PRE-PROPOSAL CONFERENCE

L.1.1 A pre-proposal conference to discuss the contents of this Request for Proposals and other pertinent matters will be held at **10:00 a.m. local time, on June 26, 2008**, at the Office of the Deputy Mayor for Planning & Economic Development, 2025 M. St. NW Suite 600, Washington, D.C., 20036 for questions, please call (202) 724- 8111.

L.1.2 Prospective offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from bidders on the solicitation document as well as to clarify the contents of the solicitation. Attending bidders must complete the Pre-Proposal Conference Attendance Roster at the conference so that bidder attendance can be properly recorded.

L.1.3 Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the District's final position. All other questions must be submitted in writing no later than **June 27, 2008**, in order to generate an official answer prior to the proposal submission date. Official answers will be provided in writing (placed under the respective solicitation) to all prospective bidders via DMPED website at www.dcbiz.dc.gov.

L.2 POST-AWARD CONFERENCE

To Be Determined

L.3 CONTRACTOR / OFFEROR

Whenever the word "Contractor" is used in sections L and M in a pre-award context, it shall mean "offeror".

L.4 PROPOSAL FORM, ORGANIZATION AND CONTENT

L.4.1 Each proposal shall be submitted in a sealed envelope conspicuously marked on the outside:

"Proposal in Response to Solicitation No. [DCEB-DMPED-08-R-Engineering Design Services](#)

L.4.2 **One original and 5 copies of each written proposal shall be submitted.** Each proposal shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: (1) Technical Proposal and (2) Price Proposal.

L.4.3 Contractors are referred to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The Contractor shall respond to each factor in a way that will allow the District to evaluate the Contractor's response. The Contractor shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of the development. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements of this RFP.

L.5 PROPOSAL ORGANIZATION

Each proposal submitted in response to this RFP shall be organized and presented in two separate three ring binders. The first binder shall present the Contractor's Technical Proposal; the second binder shall present the Price Proposal. Each binder shall be organized into tab sections as shown below. Contractors may add an Executive Summary / Introduction at the beginning of each binder. Any additional information not covered by the sections identified below which a Contractor wishes to include in its proposal shall be presented in a miscellaneous information tab at the end of the appropriate binder.

L.5.1 TECHNICAL PROPOSAL FORMAT

The Technical Proposal shall be organized into tabbed sections so as to comprehensively address Section C and all aspects of the Evaluation Criteria-Section M.

L.5.1.1 Section 5: Subcontractor Plan

Submit a plan for full compliance with the LSDBE requirements of the RFP.

L.5.1.2: Section 6: LSDBE Certification and Tax Certification Affidavit

Submit the firm's LSDBE Certification, if applicable and Tax Certification Affidavit.

L.5.1.3: Section 7: Section K Representations, Certifications and Other Statements

Submit the representations, certifications, and other statements required by section K of this RFP.

L.5.2 PRICE PROPOSAL FORMAT

The Contractor shall submit a price proposal that addresses all requirements in Section B of the RFP.

L.6 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.6.1 PROPOSAL SUBMISSION

Proposals must be submitted no later than **2:00 pm on July 18, 2008**. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- (a) The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;
- (b) The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or
- (c) The proposal is the only proposal received.

L.6.2 HAND DELIVERY OR MAILING OF BIDS TO:

*Office of the Deputy Mayor for Planning & Economic Development
2025 M. St. NW Suite 600
Washington, D.C. 20036
Attn: Contracts Office
Ref: DCEB-DMPED-08-R-Engineer Design Services*

L.6.3 WITHDRAWAL OR MODIFICATION OF PROPOSALS

A Contractor may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date for receipt of proposals.

L.6.4 POSTMARKS

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the Contractor can furnish evidence from the postal authorities of timely mailing.

L.6.5 LATE MODIFICATIONS

A late modification of a successful proposal, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.

L.6.6 LATE PROPOSALS

A late proposal, late modification or late request for withdrawal of an offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

L.7 EXPLANATION TO PROSPECTIVE CONTRACTORS

If a prospective Contractor has any questions relative to this solicitation, the prospective Contractor shall submit the question in writing to the contact person, identified on page one. The prospective Contractor shall submit questions no later than the date shown in Section L.1.3. The District will furnish responses promptly to all other prospective Contractors via posting to website at www.dcbiz.dc.gov under respective solicitation. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective Contractors. Oral explanations or instructions given before the award of the contract will not be binding.

L.8 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Contracting Officer by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the Contracting Officer that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.9 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.9.1 Contractors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

If, however, a contract is awarded to this Contractor as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use,

without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets).”

L.9.2 Mark each sheet of data it wishes to restrict with the following legend:

“Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.”

L.10 RESERVED

L.11 PROPOSAL PROTESTS

Any actual or prospective Contractor or contractor, who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

L.12 SIGNING OF OFFERS

The Contractor shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

L.13 UNNECESSARILY ELABORATE PROPOSALS

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the Contractor's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

L.14 RETENTION OF PROPOSALS

All proposal documents will be the property of the District and retained by the District, and therefore will not be returned to the Contractors.

L.15 PROPOSAL COSTS

The District is not liable for any costs incurred by the Contractors in submitting proposals in response to this solicitation.

L.16 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS

In addition to other proposal submission requirements, the Contractor must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code § 2-534, in order for the District to comply with Section 2-536(b) that requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable FOIA exemption under Section 2-534(a)(1).

L.17 ACKNOWLEDGMENT OF AMENDMENTS

The Contractor shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in § A, Solicitation, Offer and Award form; or (c) by letter or telegram including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of offers. Contractors' failure to acknowledge an amendment may result in rejection of the offer.

L.18 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted, all Contractors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and Final Offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provision of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the Contracting Officer determines that it is clearly in the District's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify Contractor selection and award based on the best and final offers received. If discussions are reopened, the Contracting Officer shall issue an additional request for best and final offers to all Contractors still within the competitive range.

L.19 LEGAL STATUS OF CONTRACTOR

Each proposal must provide the following information:

L.19.1 Name, address, telephone number and federal tax identification number of Contractor;

L.19.2 A copy of each District of Columbia license, registration or certification that the Contractor is required by law to obtain. This mandate also requires the Contractor to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code § 47-2862 (2001), if the Contractor is required by law to make such certification. If the Contractor is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.19.3 If the Contractor is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.20 RESERVED**L.21 FAMILIARIZATION WITH CONDITIONS**

Contractors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties that may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.22 STANDARDS OF RESPONSIBILITY

The prospective awardee must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements; therefore, the prospective awardee must submit the documentation listed below, within five (5) days of the request by the District.

L.22.1 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

- L.22.2** Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L.22.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.22.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.22.5** Evidence of a satisfactory performance record, record of integrity and business ethics.
- L.22.6** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.22.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations
- L.22.8** If the prospective awardee fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective awardee to be non-responsible.

L.23 ACCEPTABLE BID GUARANTEES:

Reserved

L.24 ACCEPTANCE PERIOD:

The contractor agrees that its offer remains valid for a period of 120 calendar days from the submission date/time. However, if for administrative reasons, the District is unable to make an award within this time period, the CO will request the Contractor and his/her surety to extend the proposal guarantee for an additional 30 days.

SECTION M - EVALUATION FACTORS**M.1 EVALUATION FOR AWARD****M.1.1 Evaluation Procedures**

The District shall evaluate proposals in accordance with the following criteria listed in order of importance:

<p>FACTOR-1: Relevant Experience</p> <ul style="list-style-type: none"> a. Provide an overview of the firm’s mission, markets served, general firm organization, and types of services provided. b. Provide profile information for no less than five (5) comparable projects completed in the last 5 years. Projects should be similar in scope, size, and value. For each project profile, identify at minimum: the project name, project location, project cost, start and completion dates, general contractor, and client name. c. In addition, identify any firm experience in supporting clients to receive federal or other external sources of funds. d. Identify or list specific public sector experience e. Identify or list specific Washington, DC experience or projects that have required approval from US Army Corps of Engineers – Baltimore Region. 	40
<p>FACTOR-2: Project Approach</p> <ul style="list-style-type: none"> a. Identify how your firm will organize for and respond to the scope of work specified. Please provide a conceptual or approximate schedule for completing the work. b. Identify, elaborate on, or eliminate any specific tasks you believe would streamline the project and its timely completion. c. Identify or anticipate any challenges to completing the project (i.e. due to the firm’s prior obligations, due to project design challenges, due to implementation challenges, other). 	20
<p>FACTOR-3: Proposed Team</p> <ul style="list-style-type: none"> a. Identify the team that will work on this project. Specifically identify the Principal-In-Charge, the primary design engineer, the cost estimator, and the construction administrator. b. Provide the resumes or <i>curriculum vitae</i> for the project team/staff. c. Identify or list other projects that the team will be working on during the next 18 months, concurrent to this project. d. Provide no less than three (3) references for each team member. Provide the following information for each reference: Name, phone number, email address, name of project , and completion date of project. 	30

e. If there is additional information or experience that is relevant and Important for the District to evaluate, please provide	
f. Identify any LSDBE team members, or locally-based businesses, the firm will work with to complete this assignment.	
FACTOR-4: Price See M.1.3 below	15
TOTAL POINTS	100

M.1.2 Oral Presentations

Offerors may be required to make an oral presentation as scheduled by the District. Information presented by each Contractor at the oral presentations may be used by the District to increase its understanding of the Contractor's proposal. The oral presentation shall not be used by the Contractor to amend its proposal. If required, time, date & location shall be determined.

M.1.3 PRICE FACTOR

The Contractor's proposed price will be evaluated separately. Each price evaluation will be objective. The Contractor with the lowest price will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each Contractor's evaluated price score:

$$\frac{\text{Lowest proposal price}}{\text{Proposal price being evaluated}} \times \text{weight} = \text{Evaluated price score}$$

M.2 Preferences for Local Businesses, Disadvantaged Businesses, Resident-owned Businesses, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise Zone

Under the provisions of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005" (the Act), Title II, Subtitle N, of the "Fiscal Year 2006 Budget Support Act of 2005", D.C. Law 16-33, effective October 20, 2005, as amended, the District shall apply preferences in evaluating bids or proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

M.2.1 General Preferences

For evaluation purposes, the allowable preferences under the Act for this procurement shall be applicable to prime contractors as follows:

- M.2.1.1** Any prime contractor that is a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable, will receive the addition of three points on a 100-point

scale added to the overall score for proposals submitted by the SBE in response to this Request for Proposals (RFP).

M.2.1.2 Any prime contractor that is a resident-owned business (ROB) certified by the SLBOC or the DSLBD, as applicable, will receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.

M.2.1.3 Any prime contractor that is a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable, will receive the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.

M.2.1.4 Any prime contractor that is a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable, will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.

M.2.1.5 Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by the SLBOC or the DSLBD, as applicable, will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.

M.2.1.6 Any prime contractor that is a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable, will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.

M.2.2 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act for this procurement is the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to this RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.2.3 Preferences for Certified Joint Ventures

When the SLBOC or the DSLBD, as applicable, certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

M.2.4 Vendor Submission for Preferences

M.2.4.1 Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its proposal, the following documentation, as applicable to the preference being sought:

M.2.4.1.1 Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or

M.2.4.1.2 Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.

M.2.4.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development
ATTN: LSDBE Certification Program
441 Fourth Street, N.W., Suite 970N
Washington, DC 20001

- M.2.4.3** All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.2.5 Subcontracting Requirement

- M.2.5.1** At least 35% of the dollar value of the Contract shall be subcontracted to certified small business enterprises (SBE). The costs of materials, goods, and supplies shall not be counted towards this 35% subcontracting requirement unless such materials, goods, and supplies are purchased from SBEs.

- M.2.5.2** If there are insufficient qualified SBEs to completely fulfill the subcontracting requirement of the preceding paragraph, then the subcontracting requirement may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified SBEs are significant participants in the overall subcontracting work.

M.2.6 LBE, SBE, or DBE Prime Contractor Performance Requirements

- M.2.6.1** If an LBE, SBE, or DBE is selected as a prime contractor and is granted points or price reduction pursuant to the Act or is selected through a set-aside program under the Act, that LBE, SBE, or DBE prime contractor shall perform at least 35% of the contracting effort, excluding the cost of materials, goods, and supplies, with its own organization and resources and, if it subcontracts, at least 35% of the subcontracted effort, excluding the cost of materials, goods, and supplies, shall be with LBEs, SBEs, or DBEs.

- M.2.6.2** If the total of the contracting effort, excluding the cost of materials, goods, and supplies, proposed to be performed by the LBE, SBE, or DBE is less than the amount required by the preceding paragraph, then the LBE, SBE, or DBE shall not be eligible to receive preference points or a price reduction for a period of not less than two years.

M.2.7 Prime Contractor Performance Requirements Applicable to Joint Ventures

- M.2.7.1** If a certified joint venture is selected as a prime contractor and is granted points or price reduction pursuant to the Act or is selected through a set-aside program under the Act, the LBE, SBE, or DBE partner of the joint venture shall perform at least 50% of the contracting effort, excluding the cost of materials, goods, and supplies, with its own organization and resources and, if the joint venture subcontracts, at least 35% of the subcontracted effort, excluding the cost of materials, goods, and supplies, shall be with LBEs, SBEs, or DBEs.

- M.2.7.2** If the total of the contracting effort, excluding the cost of materials, goods, and supplies, proposed to be performed by the LBE, SBE, or DBE is less than the amount required by the preceding paragraph, then the LBE, SBE, or DBE shall not be eligible to receive preference points or a price reduction for a period of not less than two years.

M.2.8 Performance Requirement for Contracts of \$1 Million or Less

If this is a construction contract of \$1 million or less for which an LBE, SBE, or DBE is selected as prime contractor and is granted points or price reduction pursuant to the Act or is selected through a set-aside program under the Act, the LBE, SBE, or DBE prime contractor shall perform at least 50% of the on-site work with its own work force.

M.3.9 Subcontracting Plan

Any prime contractor responding to this solicitation shall submit with its proposal a notarized statement detailing its subcontracting plan. Once the plan is approved by the Contracting Officer, changes will only

occur with the prior written approval of the Contracting Officer and the Director of DSLBD. Each subcontracting plan shall include the following:

- M.2.9.1** A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- M.2.9.2** A statement of the dollar value of the bid or proposal that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- M.2.9.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
- M.2.9.4** The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- M.2.9.5** A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
- M.2.9.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the Contracting Officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- M.2.9.7** Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the Contracting Officer, and submit periodic reports, as requested by the Contracting Officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- M.2.9.8** A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and
- M.2.9.9** A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises and to award subcontracts to them.
- M.2.10 Compliance Reports**

By the 5th of every month following the execution of the contract, the prime contractor shall submit to the Contracting Officer and the Director of DSLBD a compliance report detailing the contractor's compliance, for the preceding month, with the subcontracting requirements of the contract. The monthly compliance report shall include the following information:

1. The dollar amount of the contract or procurement;
2. A brief description of the goods procured or the services contracted for;
3. The name of the business enterprise from which the goods were procured or services contracted;
4. Whether the subcontractors to the contract are certified business enterprises;
5. The dollar percentage of the contract or procurement awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
6. A description of the activities the contractor engaged in, in order to achieve the subcontracting requirements set forth in section M.3.5; and

7. A description of any changes to the activities the contractor intends to make by the next month to achieve the requirements set forth in section M.3.5.

M.2.11 Enforcement and Penalties for Breach of Subcontracting Plan

M.2.11.1 If during the performance of this contract, the contractor fails to comply with the subcontracting plan submitted in accordance with the requirements of this contract, and as approved by the Contracting Officer and the Director of DSLBD, and the Contracting Officer determines the contractor's failure to be a material breach of the contract, the Contracting Officer shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

M.2.11.2 In addition, the willful breach by a contractor of a subcontracting plan for utilization of local, small, or disadvantaged businesses in the performance of a contract, the failure to submit any required subcontracting plan monitoring or compliance report, or the deliberate submission of falsified data may be enforced by the DSLBD through the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to local, small, or disadvantaged businesses, whichever is greater, for each such breach, failure, or falsified submission.